



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM	<u>KS</u>
Finance	<u>DN</u>
DA	<u>   </u> ✓
Risk Mgt.	<u>DC</u>
HR	<u>N/A</u>
Comptroller	<u>MS</u>

## STAFF REPORT BOARD MEETING DATE: July 28, 2015

**DATE:** July 8, 2015

**TO:** Board of County Commissioners

**FROM:** Rick Warner, P.E., Sr. Licensed Engineer, Engineering & Capital Projects  
Community Services Department, 954-4621, [rwarner@washoecounty.us](mailto:rwarner@washoecounty.us)

**THROUGH:** Dwayne Smith, P.E., Division Director, Engineering & Capital Projects,  
Community Services Department, 328-2043, [desmith@washoecounty.us](mailto:desmith@washoecounty.us)

**SUBJECT:** Recommendation to approve an Agreement for Consulting Engineering Services between Washoe County and CH2M Hill Engineers, Inc., commencing July 28, 2015 and ending December 31, 2016, to provide design engineering and construction management services for the South Truckee Meadows Water Reclamation Facility 2015 Electrical Improvements Project [\$311,000]; and if approved, adopt a Resolution to augment the budget of the Washoe County Utilities Enterprise Fund in the amount of \$311,000; and, direct the Comptroller's Office to make the appropriate adjustments. (Commission District 2.)

### SUMMARY

The Community Services Department (CSD) is requesting approval of a professional services agreement with CH2M Hill Engineers, Inc. (CH2M Hill) to provide engineering construction management services for the South Truckee Meadows Water Reclamation Facility (STMWRF) 2015 Electrical Improvements Project.

Although many electrical improvements have been completed at STMWRF in the last three to five years, critical components requiring immediate attention still remain. The most critical electrical improvement needs include:

- Replacing all electrical equipment within the influent pump station;
- Replacing the logic controllers for aeration blowers 4 and 5;
- Creating a secondary electric power feed to the influent pump station;
- Adding an air conditioner unit to the influent pump station; and,
- Adding a back-up power supply to all of the facility's instrumentation and control panels.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

**PREVIOUS ACTION**

On February 13, 2007, the Board awarded an agreement for consulting engineering services with CH2M Hill Inc. to provide facility planning and engineering services for the South Truckee Meadows Water Reclamation Facility.

**BACKGROUND**

Washoe County owns and operates the South Truckee Meadows Water Reclamation Facility, which provides sewer treatment to approximately 13,000 homes and businesses within southern Washoe County, including portions of the City of Reno. The facility was commissioned in 1990 and expanded in 2003.

This particular project is part of \$25-30 million in infrastructure improvements planned over the next several years at STMWRF, which will enhance performance, maintain existing infrastructure in reliable condition, and provide future capacity as needed.

The engineering and construction management tasks to be completed through this contract support two (2) electrical projects, which were identified in a condition assessment report drafted by CH2M Hill, and dated March 3, 2014.

1. Headworks Building Electrical Improvements: Replacement and upgrade of the electrical equipment; redundant electric power feed; new air conditioner/air handling unit.
2. Aeration Blower 4 and 5: Replacement and upgrade of the programmatic logic controllers and panels; associated computer programming; and, upgrading the back-up power to the facility's control panels.

Task	Description	Total Cost and Cost Allocation		
		Total	Project 1 Headworks	Project 2 Blower 4, 5
1	Project Management	\$25,000	\$15,000	\$10,000
2	Electrical Systems Improvements Final Design	\$148,500	\$105,000	\$43,500
3	Bid Services	\$10,000	\$7,500	\$2,500
4	Construction Management for Electrical Services Projects	\$25,000	\$20,000	\$5,000
5	Engineering Services During Construction	\$40,000	\$30,000	\$10,000
6	SCADA System Modifications, Startup Support, and Training	\$50,000	\$2,000	\$48,000
7	Additional Engineering Services	\$12,500	\$7,500	\$5,000
<b>Total</b>		<b>\$311,000</b>	<b>\$187,000</b>	<b>\$124,000</b>

CH2M Hill, a consulting firm with extensive wastewater treatment facility engineering expertise, was selected amongst several other highly qualified regional engineering firms to conduct repair and rehabilitation work at STMWRF. This contract supports all the project management, design, construction management, and computer programming work. Construction contracts resulting from this design work will be bid and

construction contracts exceeding \$100,000 brought before the Board for consideration and possible award.

**FISCAL IMPACT**

These electrical projects were identified and recommended for approval by the Board in the 2014-2015 Capital Improvement Program; however, the design engineering and construction management services contract was not awarded in fiscal year 2015 as expected.

The Utilities Enterprise Fund has the cash to pay for the design engineering and construction management services in fiscal year 2016 but does not have the budget authority. Accordingly, to provide the required budget for total project costs of \$311,000, the Utilities Enterprise Fund needs to be augmented as follows:

**Utilities Enterprise Fund**

**Increase in User Rate Funded Capital Budget**

WR495116-781080	Construction Contracts	\$187,000
-----------------	------------------------	-----------

**Increase in User Rate Funded Non-capital Budget**

664950-711504	Equipment Non-capital	\$124,000
---------------	-----------------------	-----------

Remaining sewer operating cash balances subsequent to completing these electrical projects will be sufficient for future operating needs.

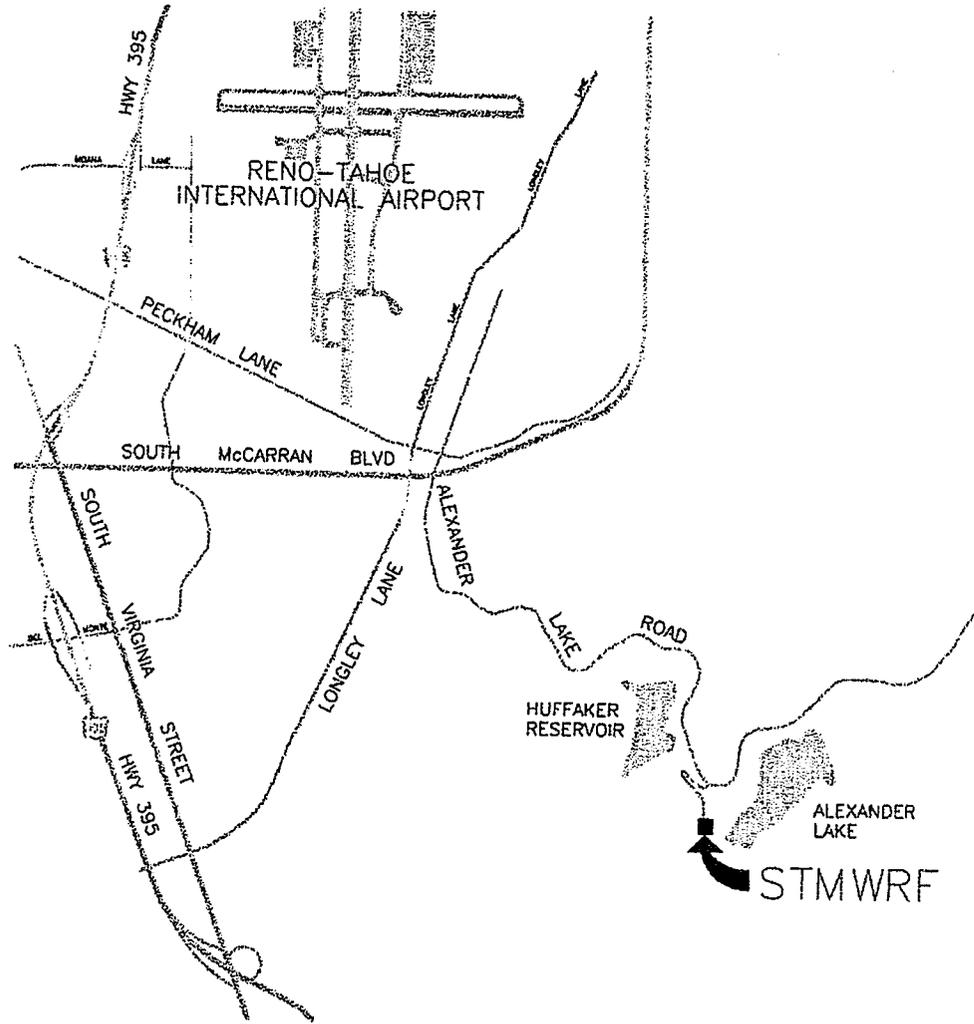
**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve an Agreement for Consulting Engineering Services between Washoe County and CH2M Hill Engineers, Inc., commencing July 28, 2015 and ending December 31, 2016, to provide design engineering and construction management services for the South Truckee Meadows Water Reclamation Facility 2015 Electrical Improvements Project [\$311,000]; and if approved, adopt a Resolution to augment the budget of the Washoe County Utilities Enterprise Fund in the amount of \$311,000; and, direct the Comptroller's Office to make the appropriate adjustments .

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be "Move to approve an Agreement for Consulting Engineering Services between Washoe County and CH2M Hill Engineers, Inc., commencing July 28, 2015 and ending December 31, 2016, to provide design engineering and construction management services for the South Truckee Meadows Water Reclamation Facility 2015 Electrical Improvements Project [\$311,000]; and if approved, adopt a Resolution to augment the budget of the Washoe County Utilities Enterprise Fund in the amount of \$311,000; and, direct the Comptroller's Office to make the appropriate adjustments."

# South Truckee Meadows Water Reclamation Facility



**LOCATION MAP**  
NTS 

RESOLUTION

TO AUGMENT THE BUDGET OF THE WASHOE COUNTY  
UTILITIES ENTERPRISE FUND

WHEREAS, Washoe County solely owns and operates the South Truckee Meadows Water Reclamation Facility, which provides wastewater treatment and reclaimed water to approximately 13,000 homes and businesses within the South Truckee Meadows area; and

WHEREAS, Community Services Department staff has initiated a number of critical rehabilitation, enhancement, and capacity improvements projects at South Truckee Meadows Water Reclamation Facility; and

WHEREAS, the electrical and process control equipment at the South Truckee Meadows Water Reclamation Facility were identified as needing replacement and enhancement, and appropriate budget authority was included in the Community Service Department's fiscal year 2015 Capital Improvement Program approved by the Board of County Commissioners; and

WHEREAS, the design engineering and construction management services contract for the replacement and enhancement project costs was not awarded in fiscal year 2015 as expected but will be awarded in fiscal year 2016; and

WHEREAS, the Utilities Enterprise Fund has the cash to pay for the design engineering and construction management services, but not the budget authority; and

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Washoe, State of Nevada:

Section 1. That the budget of the Washoe County Utilities Enterprise Fund be adjusted as follows:

Utilities Enterprise Fund

Increase in User Rate Funded Capital Budget

WR495116-781080	Construction Contracts	\$187,000
-----------------	------------------------	-----------

Increase in User Rate Funded Non-capital Budget

664950-711504	Equipment Non-capital	\$124,000
---------------	-----------------------	-----------

Section 2. This Resolution shall be effective on passage and approval.

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Comptroller's Office.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Marsha Berkgigler, Chair,  
Washoe County Commission

ATTEST:

\_\_\_\_\_  
County Clerk

## AGREEMENT FOR CONSULTING ENGINEERING SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and CH2M HILL Engineers Inc. ("Consultant"), collectively (the "Parties").

WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain engineering services in Support of the "South Truckee Meadows Water Reclamation Facility Electrical Improvement Project" (the "Project"); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit "A", Scope of Work (the "Services"); and,

WHEREAS, Consultant represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

### ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be July 28, 2015.

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete all **Services identified in Exhibit A, Scope of Work** in accordance with the Standard of Care as set forth in Article 5 herein no later than December 31, 2016, unless this Agreement is terminated sooner in accordance with its terms.

### ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT agrees to perform and complete all **Services identified in Exhibit A, Scope of Work** under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. CONSULTANT shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. COUNTY reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by CONSULTANT prior to acceptance, and CONSULTANT warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement, unless waived in writing by the COUNTY.

### ARTICLE 3 - COMPENSATION

#### 3.1 Compensation for Services

For Services defined in Section 1 above, CONSULTANT'S compensation shall be determined on a time and material basis, in accordance with the **Fee Schedule described in Exhibit "B"**, which is attached hereto and incorporated by reference as part of the Agreement, and shall not exceed the sum of **\$311,000.00**. CONSULTANT shall satisfy its obligations hereunder without additional cost or expense to COUNTY during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibit "B". The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the COUNTY or the CONSULTANT. Renegotiated fees are subject to approval by County's Board of County Commissioners. The actual costs charged for the work by CONSULTANT in accordance with this provision shall be full compensation to CONSULTANT for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, consultants and sub-consultants engaged by CONSULTANT; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. CONSULTANT shall submit billings on a monthly basis.

### 3.2 Compensation for Additional Services

If County requests Consultant to perform additional services, other than those required to be performed under **Services identified in Exhibit A, Scope of Work**, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

### 3.3 Methods and Times of Payment

Consultant shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within forty-five (45) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Consultant. No penalty shall be imposed upon the County for payment(s) received by Consultant after forty-five days.

### 3.4 Dispute of Work

County shall notify Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from the County. If the County and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

## ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than December 31, 2016. Consultant shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the

first day of each month and will be in a format suitable for submittal to other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from the County.

#### ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional engineer under similar circumstances and Consultant shall, at no cost to County, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in designs, drawings, specifications and reports. County reserves the right to inspect, comment on, and request revision of, all Services performed by Consultant prior to acceptance, and Consultant warrants that Services shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services or re-performed Services in accordance with the foregoing standard of care shall constitute a material breach of this Agreement unless waived by the County. Review and approvals by County do not relieve Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and the County's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees or obligations are to be implied.

#### ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project. In addition, Consultant shall not be responsible for the failure of any Consultant, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to County or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards. Consultant shall notify County of any apparent unsafe conditions, methods or procedures that the Consultant may observe at the construction site.

#### ARTICLE 7 - OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Consultants', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Consultant's cost estimates shall be made on the basis of qualification and experience in professional engineering.

Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professional engineers qualified and experienced to perform the Services. Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

#### ARTICLE 8 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used by Consultant. County shall have the right to observe such performance. Consultant shall work closely with County in performing Services under this Agreement.

## ARTICLE 9 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A, Scope of Services.

## ARTICLE 10 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Consultant and is necessary to complete the Project. County shall assist Consultant in obtaining access to public and private lands so Consultant can perform the Services. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Consultant.

## ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

Copies of all documents, including reports, computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this agreement will be provided to the County in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this project.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by County. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

## ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be expeditiously remedied, within thirty (30) days after

being given such notice. In the event of such termination, County shall pay Consultant for all Services satisfactorily performed to the date of termination.

County, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

#### ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Consultant prior to the execution of this Agreement, was received by Consultant from a third-party source not under any obligation of confidentiality to the County, or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

#### ARTICLE 14 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To Consultant:

Andy Solberg, Vice President  
CH2M HILL Engineers, Inc.  
50 West Liberty Street, Suite 205  
Reno, NV 89501

To County:

David Solaro, Director  
Washoe County Community Services  
1001 East 9<sup>th</sup> Street  
Reno, NV 89512

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

#### ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic,

war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### ARTICLE 16 - GOVERNING LAW-VENUE

This Agreement shall be governed by the laws of the State of Nevada, and venue for any action shall be solely in state district court for Washoe County, Nevada.

#### ARTICLE 17 - MISCELLANEOUS

##### 17.1 Nonwaiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

##### 17.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

#### ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

#### ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners,

successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

#### ARTICLE 20 - ASSIGNMENT

Neither County nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

#### ARTICLE 21 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Consultant.

#### ARTICLE 22 - INDEMNIFICATION, INSURANCE, AND ARBITRATION

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with consultants, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants accept and are able to pay for the loss or liability related to their activities. Exhibit C, is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

#### ARTICLE 23 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

Consultant agrees to indemnify, hold harmless and defend County and the employees, officers and agents of County from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of the Consultant (1) in the performance of the contract, or (2) which are, or are not, based upon or arising out of the professional services of CONSULTANT, to the full extent allowed by law.

More specifically and without limitation to the foregoing, in recognition of the limitations provided in NRS 338.155, Consultant is not required to defend County and the employees, officers and agents of the County with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of Consultant which are based upon or arising out of the professional services of Consultant. However, if Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be

paid to the County, as reimbursement for the attorney's fees and costs incurred by County in defending the action, by Consultant in an amount which is proportionate to the liability of Consultant.

ARTICLE 24 - ORGANIZATION'S CERTIFICATION

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONSULTANT:

Dated this \_\_\_ day of \_\_\_\_\_, 2015

Dated this \_\_\_ day of \_\_\_\_\_, 2015

By \_\_\_\_\_  
Marsha Berkgigler, Chair,  
Washoe County Commission

By \_\_\_\_\_  
Andy Solberg, Vice-President  
CH2M Hill Engineers, Inc.

# **Exhibit A: Scope of Work for the South Truckee Meadows Water Reclamation Facility Biosolids Facilities Project - Services During Construction**

This exhibit is to the Agreement, between CH2M HILL ENGINEERS, Inc. (Consultant), and Washoe County Department of Water Resources (County), for engineering and consulting services related to the repair and replacement of facilities at the South Truckee Meadows Water Reclamation Facility (STMWRF, Plant). The official name for the project will be the STMWRF Biosolids Facilities Project Services During Construction, hereinafter referred to as the "Project."

## **Introduction**

Washoe County Department of Water Resources manages wastewater treatment facilities that serve approximately 16,000 sewer accounts in the South Truckee Meadows, East Lemmon Valley, and Cold Springs Valley areas. The County also manages a reclaimed water operation associated with the South Truckee Meadows Water Reclamation Facility. Reclaimed water accounts have grown steadily during the early 2000s, with over 280 customer accounts using approximately 2,423 acre-feet of reclaimed water.

The South Truckee Meadows Water Reclamation Facility is located within southern Washoe County, Nevada. The facility is presently configured to treat up to 4.1 million gallons per day (mgd) on a peak month flow basis. Current tertiary treatment capacity is 6 mgd. Although STMWRF's peak month flow capacity is 4.1 mgd, a number of unit processes and facilities require improvements to address maintenance and firm capacity issues at the Plant.

A STMWRF electrical assessment was concluded in 2013, which identified gaps related to reliability or redundancy and recommended improvements to address these issues. The highest priority electrical improvements are designed to address the following issues:

1. Improve the electrical reliability for STMWRF's influent pump station.
2. Improve the reliability of STMWRF's blower controls for units 4 and 5.
3. Replace the generator operator interface terminal (OIT) with a Wonderware interface compatible with STMWRF's existing SCADA system.
4. Improve the redundancy of the PLC Panel 24V DC distribution system.

This exhibit presents Consultant's scope of work, preliminary schedule, and budget for the engineer services for the desired Electrical Improvement Projects. Services required include the following:

- Design of new headworks influent pump station electrical improvements.
- Design of new control back-panels for blowers 4 and 5.
- Office engineering services to support the construction of the headworks electrical improvements project.

- Office engineering services to support the fabrication of new blower control panels.
- PLC and HMI Application software programming, factory testing assistance, and on-site installation, testing, and startup of the new control panels for blowers 4 and 5.
- Design for the replacement of the existing generator OIT.
- Programming and on-site testing for the new generator OIT.
- Design drawing for DC distribution improvements for a typical PLC panel.
- Training of County's operations staff of new electrical and control system improvements noted herein.

## **Consultant's Scope of Work**

### **Task 1 - Project Management**

Consultant will initiate and manage all project activities, schedule, and plan work to assure that activities are completed in a properly integrated and timely manner. Project management activities will include the following:

- **Progress Monitoring** – Monitor budget, work progress, and schedule for each Task. Supervise the Consultant's project team and identify actions needed to maintain the project schedule. Manage scope changes, and take action to resolve impacts on budgets as soon as scope changes have been identified.
- **Coordination and Staff Management** – Coordinate and schedule appropriate staffing to meet project requirements of each Task. Supervise activities of assigned Consultant staff, to help ensure that the authorized work is completed on schedule and within budget.

### **Health and Safety**

Consultant will manage the health, safety, and environmental activities of its staff and the staff of its subconsultants to achieve compliance with applicable health and safety laws and regulations. Consultant will coordinate its health, safety, and environmental program with the responsibilities for health, safety, and environmental compliance specified in the construction contract documents. Consultant will provide amend the Field Safety Instructions developed for the Biosolids Facilities project as needed for applicability to the electrical improvements activities.

### **Deliverables**

- Field Safety Instructions prior to on-site installation activities
- Monthly project billings showing labor hours by staff member and by task

## **Task 2 – Electrical Improvement Projects Design**

### **Subtask 2.1 – Headworks and Chemical Building Electrical Improvements Design**

This task includes the design of electrical system improvements at the Headworks Building and Chemical Building including the following items that were identified in the final STMWRF Electrical Improvements Technical Memorandum February 28, 2013:

At the Headworks:

1. Replace the existing motor control centers and VFDs with a new double ended MCC, including a tie breaker in the middle.
2. Add a room air conditioner
3. Add a redundant ultrasonic level instrument
4. Add room temperature instrument for screenings building

At the Chemical Building:

1. Install a second feeder to MCC-CH .

Consultant will follow a multiphase process for the development of one detailed set of Bid Documents. The final design process includes deliverables for each subtask for review that will allow for resolution of key issues before proceeding to the next phase. This task will consist of four subtasks: Quality Control Reviews, 60 Percent Design, and Contract Documents Preparation (100 Percent). The information collected and the concepts defined in each subtask will form the basis for subsequent work.

Each subtask will include specific deliverables as listed therein. QA/QC reviews will be conducted to monitor the quality of the Project at critical design milestones as described in Subtask 8.1. Consultant assumes that County's written review comments will be submitted to Consultant within one week after each design submittal identified herein.

Contract Documents will be prepared for a single lump sum bid where a single General Contractor will furnish all equipment, materials, and labor necessary to construct the Project. The Contract Documents (Drawings, Standard Details, and Technical Specifications) for this work will be merged into those from the Biosolids Facilities Project. Specifications, Standard Details, and Drawings will be stamped in accordance with Nevada law and signed by licensed engineers of the appropriate disciplines.

#### **Quality Control Review, Coordination, and Response**

Consultant will implement and carry out a quality control (QC) program. The review process includes coordinating the participation of senior reviewers at appropriate points in the Project as noted above. All design documents will be reviewed by assigned QC reviewers, comments addressed, and changes incorporated, prior to submission to the County for review.

#### **60 Percent Design**

In this subtask, the preliminary design concepts developed during the study phase will be further developed. Legends, site plans, electrical and HVAC plans will be developed during this phase to allow final detailing during the next phase of design.

The 60 percent design is intended to show the major design concepts and construction sequencing. The submittal will include drawings and specifications. Documents to be submitted will be reviewed by Consultant's QC team and revised accordingly prior to submitting to the County for review.

Consultant will provide the 60 percent design for review by the County. A 60-percent design Review Meeting will be conducted with County Staff to review comments to the Submittal.

### **60 Percent Design Deliverables**

- 60 Percent Submittal – 5 copies, including half-size construction drawings (11-inch by 17-inch) and specifications.
- Review Meeting Notes

### **Contract Documents**

Consultant will prepare 90 percent complete design documents, which will be the basis for the final review submittal. This submittal will include the Technical Specifications (CSI MasterFormat 2004), Standard Details, and Drawings necessary for bidding the construction contract. The Bid Documents will include the applicable general, demolition, civil site, architectural, structural, instrumentation and control, and electrical technical specifications, standard details, and design drawings necessary for permitting, bidding, and construction.

The 90 percent submittal is intended to be a near final version of all construction drawings, standard details, and technical specifications that will be included in the Bid Documents. It will be reviewed by Consultant's QC team and revised accordingly prior to submitting to the County for review.

Consultant will provide the 90 percent design for review by the County. A 90-percent design Review Meeting will be conducted with County Staff to review comments to the 90 Percent Submittal.

### **90 Percent Design Deliverables**

- 90 Percent Submittal – 5 copies, including half-size construction drawings (11-inch by 17-inch), standard details (11-inch by 17-inch), and specifications (8-1/2-inch by 11-inch) will be delivered to the County for review and comment.
- 90 percent construction cost estimate submitted 2 weeks after the 90 Percent Submittal
- Review Meeting Notes

### **Bid Document Preparation (100 Percent)**

Following receipt of the County's review comments on the 90 percent submittal, Consultant will address and incorporate changes, and prepare the 100 percent complete documents for Bidding and for Permit Review.

### **100 Percent Deliverables**

- Two hard copy sets to County for submission to County Building Department of the 100 percent submittal, including full-size construction drawings (22-inch by 34-inch), standard details (8-1/2-inch by 11-inch), and technical specifications (8-1/2-inch by 11-inch).
- One hard copy set to County of the 100 Percent Bid Documents, including half-size construction drawings (11-inch by 17-inch), standard details (8-1/2-inch by 11-inch), and specifications (8-1/2-inch by 11-inch)
- One CD containing technical specifications, standard details, and full-size and half-size drawings in Adobe Acrobat .pdf file format.

## **Subtask 2.2 – Blowers 4/5 Control System Improvements Design**

Consultant will prepare an electrical plan and typical panel layout for modifications to Blowers 4 and 5 located in the blower building. A specification will be written for a panel

fabricator to procure and install new Allen-Bradley Remote Input/Output hardware inside the existing control panels to interface with the existing field instruments for the blowers. The specification will define requirements for hardware, installation, loop testing and startup. Design documents will be delivered to the County for review prior to providing final Bid documents.

Consultant will provide the 90 percent design for review by the County. A 90-percent design Review Meeting will be conducted concurrent with the 90 percent design review for the headworks electrical improvements project.

**90 Percent Design Deliverables**

- 90 Percent Submittal – 5 copies, including half-size construction drawings (11-inch by 17-inch) and specifications (8-1/2-inch by 11-inch) will be delivered to the County for review and comment.
- Review Meeting Notes

**Bid Document Preparation (100 Percent)**

Following receipt of the County’s review comments on the 90 percent submittal, Consultant will address and incorporate changes, and prepare the 100 percent complete documents for Bidding.

**100 Percent Deliverables**

- One hard copy set to County of the 100 Percent Bid Documents, including half-size construction drawings (11-inch by 17-inch) and specifications (8-1/2-inch by 11-inch)
- One CD containing technical specifications and half-size drawings in Adobe Acrobat .pdf file format.

**Subtask 2.3 – Generator Operator Interface Terminal Replacement Design**

Consultant will review the existing OIT installation and associated documentation, and work with the generator manufacturer to document generator control narratives associated with the OIT. Consultant will review the programs associated with the existing OIT, which may require the procurement of special software. \$1,000 is included in the budget of this task to cover software needs.

Consultant will then design panel modifications and required specifications for replacing the generator OIT. 90 percent design documents will be delivered to the County for review prior to providing final Bid documents.

A 90-percent design Review Meeting will be conducted concurrent with the 90 percent design review for the headworks electrical and blower control panel improvement projects.

**90 Percent Design Deliverables**

- 90 Percent Submittal – 5 copies, including half-size construction drawings (11-inch by 17-inch) and specifications (8-1/2-inch by 11-inch) will be delivered to the County for review and comment.
- Review Meeting Notes

**Bid Document Preparation (100 Percent)**

Following receipt of the County's review comments on the 90 percent submittal, Consultant will address and incorporate changes, and prepare the 100 percent complete documents for Bidding.

#### **100 Percent Deliverables**

- One hard copy set to County of the 100 Percent Bid Documents, including half-size construction drawings (11-inch by 17-inch) and specifications (8-1/2-inch by 11-inch)
- One CD containing technical specifications and half-size drawings in Adobe Acrobat .pdf file format.

#### **Subtask 2.4 – PLC Control Panel DC Power Distribution Improvements Design**

Consultant will review the 24V DC distribution inside the existing PLC control cabinets. Consultant will then develop a typical power distribution schematic drawing to be applied to each panel. Consultant will develop a specification for procurement of the power supplies and electrical material required to complete the work.

County will use the typical drawing and specification to procure the services of an electrical contractor to perform the field construction work.

### **Task 3 – Bid Services**

Consultant will furnish the following services under this Task for the Electrical Improvement Projects as described below. It is understood that the three electrical projects will be bid concurrently.

#### **Subtask 3.1 – Headworks and Chemical Building Electrical Improvements**

Consultant will attend and conduct, in conjunction with the County, one pre-bid conference at the Project site. Consultant will record all questions and requests for additional technical information.

Consultant will receive, log, and respond to potential Bidders' technical questions and requests for additional information, as forwarded to Consultant by County. Consultant will furnish technical interpretation of the contract documents and will prepare responses to questions in the form of addenda distributed by County to all plan holders.

Consultant will assist the County as requested in reviewing the low bid received to verify that it is complete and responsive as submitted. This task does not include attendance by the Consultant at the Bid Opening.

#### **Subtask 3.2 – Blowers 4/5 Control System Improvements**

Consultant will respond to potential Bidders' technical questions and requests for additional information, as forwarded to Consultant by County. Consultant will furnish technical interpretation of the contract documents and will prepare responses to questions in the form of addenda distributed by County to all plan holders.

Consultant will assist the County as requested in reviewing the low bid received to verify that it is complete and responsive as submitted. This task does not include attendance by the Consultant at the Bid Opening.

### **Subtask 3.3 – Generator Operator Interface Terminal Replacement Design**

Consultant will respond to potential Bidders' technical questions and requests for additional information, as forwarded to Consultant by County. Consultant will furnish technical interpretation of the contract documents and will prepare responses to questions in the form of addenda distributed by County to all plan holders.

Consultant will assist the County as requested in reviewing the low bid received to verify that it is complete and responsive as submitted. This task does not include attendance by the Consultant at the Bid Opening.

### **Task 4 – Construction Management**

Consultant's Construction Manager, who will be on-site part time during construction of the Biosolids Facilities project, will provide Construction Management support services to County as needed for the installation of the headworks electrical improvements project.

#### **Construction Contract Administration**

**Project Milestone Schedule:** Consultant's Construction Manager (CM) will manage the project activities described herein for the construction contract for the Biosolids Facilities Project. The CM will review and comment on the Contractor's Schedule with focus on all necessary milestones, and other aspects of the work, for the Headworks Electrical Improvements Project.

**Payments to Contractor:** Consultant's CM will receive and verify Contractor's weekly payroll is in conformance with the Construction Contract provisions. Consultant's CM will receive and review the Contractor's monthly Progress Payment Estimate (PPE). Each PPE shall be organized to reflect the approved Schedule of Values provided by the Contractor. Consultant's CM will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract documents, and will provide recommendations to the County as to the acceptability of the requests.

Recommendations by Consultant's CM to the County for payment will be based on Consultant's CM's inspection of the work and selected sampling to determine that the work has progressed to the extent indicated.

**Correspondence and Communications:** Consultant's CM will implement and maintain regular communications with the Contractor, Consultant, and County during construction. Consultant will receive and log communications from the Contractor and coordinate communications between the County and the Contractor. Consultant's CM will prepare written communications to the Contractor and provide recommendations to the County for written communications between the County and the Contractor. Consultant's CM will also coordinate with STMWRF Operations personnel prior to process shutdowns or taking existing units out of service.

**Preconstruction Conference:** Consultant's CM, in collaboration with the County, will coordinate and attend Preconstruction Conference with the Contractor for the Headworks Electrical Improvement Project. The purpose of the conference is to review project communication, coordination, and other procedures; discuss the requirements of contract documents, plans, and specifications; and examine the Contractor's construction schedule. Consultant's CM will record and distribute meeting minutes for this conference.

**Construction Contract Clarification/Interpretation Requests (CCIR's):** Consultant's CM, in conjunction with the County, will issue field instructions, interpretations, clarifications, or similar documents during construction as outlined in the contract documents.

**Design Team Visits:** The CM will coordinate periodic visits to the site by members of the design team to review the progress and quality of the work. The visits will be to observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team members by the Contractor or the County.

**Claims and Disputes:** Consultant's CM will receive, log, and notify the County about all letters and notices from the Contractor concerning claims or disputes between the Contractor and County pertaining to the acceptability of the work or the interpretation of the requirements of the contract documents. Consultant's CM will review all letters and notices and discuss them with the Contractor as necessary to understand each claim or dispute. Consultant's CM will advise the County regarding the Contractor's compliance with the contract requirements for claims and disputes. Consultant's CM will assist the County in discussions with the Contractor to resolve claims and disputes.

**Monthly Reports:** Consultant's CM will provide a Monthly Report to the County regarding the status of the construction schedule, date of completion, contract price, retention, pending changes to the contract price or completion date, and other outstanding issues related to the Project.

## **Construction Contract Changes**

**Minor Variations in the Work (Field Order):** In coordination with the County, Consultant and/or Consultant's CM may authorize minor variations in the work that do not involve an adjustment in the Contractor's contract price or working days and are consistent with the intent of the contract documents. This may be accomplished by Field Order.

**Coordinate Issuance of Change Proposal Requests (CPRs) and Contract Change Orders (CCOs):** Consultant's CM will coordinate the issuance of CPRs and CCOs. It is understood that a CPR may change the Contract Price or Time, but is evidence that the parties expect a CCO to be subsequently issued reflecting a contract change.

Consultant's CM will receive and review Contractor proposals to complete the County's request for change, and will obtain such further information as necessary to evaluate the basis for the Contractor's proposal. Consultant's CM will assist the County with negotiations of the proposal.

Consultant's CM may prepare some CPRs and CCOs that are easily completed in the field. Other CPRs and CCOs will be prepared under Task 5 - Engineering Services During Construction.

**Review of Contractor's Requested Changes:** Consultant's CM will review the Contractor's requested changes to the contract documents. Consultant's CM will coordinate with the design office and make recommendations to the County regarding the acceptability of the Contractor's request and, upon approval of the County, assist the County in negotiations regarding the requested change.

**Effect of Change Orders:** Consultant's CM will review information submitted by the Contractor regarding the effect of proposed or issued change orders on the construction schedule, working days, milestones, and completion date. Consultant's CM will advise the County of the potential impact of proposed change orders, and will include the impacts of issued change orders in future schedule updates. Consultant's CM will assist the County in discussions with the Contractor concerning the potential impact of proposed or issued change orders.

### **CM Inspections**

**CM Staff:** The overall construction schedule for the Biosolids Facilities Project is anticipated to be from January 16, 2016 through October 15, 2016 (9 months). CM staff will consist of a Construction Manager, planned to support the Electrical Improvement Projects noted herein at an average of 16 hours per month during the construction period.

**Safety:** Consultant will coordinate with responsible parties to correct conditions that do not meet applicable federal, state, and local occupational safety and health laws and regulations when such conditions expose Consultant staff or staff of Consultant subconsultants to unsafe conditions. Consultant will notify affected personnel of any site conditions posing an imminent danger to them that Consultant observes. Consultant is not responsible for the health or safety precautions of County or Contractor staff. Consultant is not responsible for the Contractor's compliance with the health and safety requirements of the contract documents or with federal, state, and local occupational health and safety laws and regulations.

**Review of Work:** Consultant and/or County staff will conduct periodic onsite inspections of the Contractor's work to determine if the work generally conforms to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the Contractor. Consultant will prepare written reports or other records of inspections, as required.

**Vendor Operation and Maintenance Manuals and Training:** Consultant will coordinate with the Contractor to submit specified Operations and Maintenance (O & M) Manuals provided by equipment suppliers for operation and maintenance and for training of the County staff by the Contractor.

**Substantial Completion:** Consultant will assist the County in issuing documents for Substantial Completion and acceptance of the work. Consultant will perform a site inspection with the Contractor and County to determine whether all facilities are ready for their intended use and operation. Once warranted, Consultant will provide, in writing, a Notice of Substantial Completion. Consultant will generate a punch list of items requiring completion or correction.

**Final Completion:** Consultant will receive and review the Contractor's request for Notice of Final Completion, and will perform a final site inspection with the Contractor and County to determine whether punch list items have been resolved by the Contractor and that the Contractor's work is in accordance with the contract documents.

**Closeout File and Records:** Consultant will provide to the County an organized set of Construction Project documents and records.

### **Engineer Site Visits**

Consultant will perform visits to the site by design team technical specialists to review progress and quality of the work. The visits will observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team members by the County. A total of three 1-day site visits are anticipated.

### **Deliverables**

- Minutes of Preconstruction Conference
- CPR and CCO Log updates
- Monthly Contractor's PPE
- Notices of deficient or non-conforming work
- Notice of Substantial Completion
- Project Construction Records
- Engineering Site Inspection trip reports

### **Task 5 – Engineering Services During Construction**

Consultant will provide engineering services in support of construction activities for the Headworks Electrical Improvements Project, Blower 4/5 Control Panel Improvements, and the Generator OIT Replacement projects.

#### **Office Services**

Consultant will establish a system and procedures for managing, tracking, and storing relevant documents that are produced during the construction and closeout phases of the Project. Consultant will use an appropriate, standard of the industry, computer-based document management system. Consultant will, in coordination with the County, maintain suitably organized hardcopy records of relevant documentation.

**Conformed Construction Drawings:** Consultant will revise the bid set drawings to reflect changes resulting from Agency review and bid addenda into the final Conformed Documents for the Project. Consultant will provide County with the following final deliverables:

- Five hard copy sets of the Conformed Documents, including technical specifications, standard details (8 ½-inch by 11-inch), and signed and stamped half-size construction drawings (11-inch by 17-inch)
- Two sets of signed and stamped full-size construction drawings (22-inch by 34-inch)

- One CD containing technical specifications, standard details, and drawings in Adobe Acrobat .pdf file formats

**Shop Drawings and Submittals:** Consultant will coordinate with the design team for the review of the Contractor's shop drawings, samples, and other submittals, and will track all shop drawings, samples, and submittals. Consultant and design team's review of shop drawings, samples, and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract documents. Budget for this subtask is based on review of a total of 10 submittals and 5 resubmittals at five hours for an engineer and 2 hours administrative support each.

**Requests for Information (RFI's):** Consultant will review the Contractor's RFI's, coordinate review with the design team and the County as appropriate and coordinate and issue responses to the requests. Consultant will log and track the Contractor's requests. Budget for this subtask is based on review of a total of 5 RFI's at five hours for an engineer and 2 hours administrative support each.

**Proposed Substitutions:** Consultant will review Contractor requests for substitution of materials and equipment and advise the County as to the acceptability of such substitutions. Budget for this subtask is based on 2 requests each at five hours for an engineer and 2 hours administrative support each.

**Work Change Requests:** Consultant will review Contractor requested changes to the construction documents. Upon agreement and approval, Consultant will prepare final Contract Change Order (CCO) documents. Budget for this subtask is based on 2 requests each at an average of 5 hours for an engineer and two hours administrative support.

**Assist in preparation of Change Proposal Requests (CPRs):** Consultant will assist with the issuance of up to one (1) CPRs. Design and engineering services to prepare drawings, specifications, and other information for the change may be considered to be additional services depending upon the extent of the engineering and drawing development. Upon approval by the County, Consultant will prepare final CCO documents for execution by the County and Contractor. Budget for this subtask is based on one (1) request at an average of eight hours for an engineer, 4 hours for a technician, and two hours administrative support.

**Record Drawings:** Consultant will revise the conformed design drawings to reflect available record information provided by the Construction Contractor, and will coordinate with the Design Team for the production of Record Drawings. One digital set of contract documents on CD in AutoCAD format along and half-size and full-size PDFs, will be submitted to the County.

## **Task 6 – SCADA System Program Modifications and Startup Support**

Consultant will develop SCADA screens and application software programming for the new blower control panels, the new generator OIT, and the PLC modifications associated with the installation of new 24V DC power supplies. Services provided will include the following:

- Control Strategies review with County operations staff for blower 4/5 and main generator controls and operator interface

- Application software development
- Applications software O&M manual updates
- On-site installation and testing of new HMI and PLC programs
- Training of DWR and STMWRF operations staff covering the control and monitoring of the new facilities

### **Task 7 – Additional Services**

County may request that Consultant provide additional services not previously identified in this scope of work. A budget of \$12,500 has been allocated to this task.

Miscellaneous services under this task shall be performed on an on-call basis. Upon request, Consultant and County shall identify and negotiate specific tasks, including the associated level-of-effort, deliverable products, and budget. Consultant is not authorized to expend Task 7 funds until directed by the County.

## **County Responsibilities**

The services described below are assumed to be provided by County:

- Provide on-site resident engineering support beyond that provided by Consultant as described herein.
- Furnish additional copies of drawings and other pertinent information related to Tasks included herein.
- Coordinate input and review of deliverables as required from the Washoe County Building Department for the Headworks Electrical Improvements project.
- Coordinate input/review from any stakeholders beyond the County’s core project team.
- Prepare/file applications and pay fees for permits and licenses required by local, state, and federal authorities.

## **Schedule**

A preliminary milestone schedule for this Task is as follows:

<b>Milestone</b>	<b>Target Start</b>	<b>Target Finish</b>
Task 2 – Electrical System Improvements Design	6/1/15	10/30/15
Task 3 – Bid Services	11/1/15	12/10/15
Task 4 – Construction Management	1/15/16	10/15/16
Task 5 – Engineering Services During Construction	1/15/16	9/15/16
Task 6 – SCADA System Modifications	3/1/16	10/15/16

All work under this Agreement is expected to be completed by November 1, 2016. If the work is delayed beyond the reasonable control of Consultant, Consultant reserves the right to request a scope and fee modification for additional administrative and support time.

## Compensation

Compensation for services described herein will be on a time and expense basis using the billing rates specified in Exhibit B. The amount invoiced each month will be based on actual hours of labor and expenses expended. Each invoice will include a project summary and a listing of the charges applicable to each of the 7 Tasks noted herein. For services enumerated in Tasks 1 through 7, the total estimated fee is \$311,000 plus applicable sales, use, value-added, business transfer, gross receipts, or other similar taxes. This total fee will not be exceeded without prior authorization from the County. A breakdown of the estimated fee is summarized in Table 1. County understands and agrees that individual tasks may be completed either under or over budget and that Consultant can reallocate budgets within and across tasks provided the total authorized estimated fee is not exceeded.

**TABLE 1**  
Fee Estimate Summary

<b>Task</b>	<b>Description</b>	<b>Estimated Fee (\$)</b>
1	Project Management	25,000
2	Electrical System Improvements Final Design	148,500
3	Bid Services	10,000
4	Construction Management for Electrical Improvement Projects	25,000
5	Engineering Services During Construction	40,000
6	SCADA System Modifications, Startup Support, Training	50,000
7	Additional Services	12,500
<b>Total</b>		<b>311,000</b>

**Exhibit B**

**2015 CH2M HILL Per Diem Rate Schedule  
for  
South Truckee Meadows Water Reclamation Facility  
Electrical Improvements Projects  
Hourly Billing Rates**

<u>Classification</u>	<u>2015 Rate</u>
Principal Technologist*/Principal Project Manager	\$227
Sr. Technologist*/Sr. Project Manager	\$209
Engineer Specialist*/Project Manager	\$189
Project Engineer*	\$169
Associate Engineer*	\$149
Staff Engineer 2*	\$129
Staff Engineer 1*	\$110
Construction Manager (Dave Michaut)	\$125
Engineering/Environmental Tech 5	\$139
Engineering/Environmental Tech 4	\$122
Engineering/Environmental Tech 3	\$105
Engineering/Environmental Tech 2	\$92
Engineering/Environmental Tech 1	\$79
Office/Clerical/Accounting	\$74

\* includes engineering, consulting, planner, and scientist disciplines

**Notes:**

1. Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, subcontracts, and outside services; special client-approved PROJECT-specific insurance, letters of credit, bonds, and equipment and supplies; (2) Consultant's charges for direct use of Consultant's vehicles, computing systems, laboratory test and analysis, word processing, printing and reproduction services, and certain field equipment; and (3) Consultant's project charges for special health and safety requirements of Occupational Safety and Health Administration (OSHA) services.
2. Consultant's rates for the following direct expenses shall be: Computer charges of \$6.00 will be applied to all labor hours for office staff. A Health & Safety charge of \$1.75 will be applied to all labor hours of employees who are currently enrolled in the CH2M HILL Comprehensive Health & Safety Program. These rates are subject to change for work performed beyond 2015.
3. A markup of 10% will be applied to all other Direct Costs and Expenses.
4. An additional premium of 25% will be added to the above rates for Expert Witness and Testimonial Services.
5. Rates are applicable for work performed through December 31, 2015. Rate increases will go into effect for work performed beyond 2015.

**Exhibit C****INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR  
CONSULTANT PROFESSIONAL SERVICE AGREEMENTS  
SOUTH TRUCKEE MEADOWS WATER RECLAMATION FACILITY  
ELECTRICAL IMPROVEMENT PROJECTS****INDEMNIFICATION**CONSULTANT Liability

As respects acts, errors or omissions in the performance of CONSULTANT services, CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONSULTANT'S negligent acts, errors or omissions in the performance of its CONSULTANT services under the terms of this agreement.

CONSULTANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONSULTANT or its Sub-consultant in the performance of their CONSULTANT services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONSULTANT services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONSULTANT (or Sub-consultant, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

**GENERAL REQUIREMENTS**

COUNTY requires that CONSULTANT purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and CONSULTANT'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONSULTANT, its agents, representatives, employees or Sub-consultants. The cost of all such insurance shall be borne by CONSULTANT.

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Sub-consultant by COUNTY. CONSULTANT agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONSULTANT or Sub-consultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole

proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONSULTANT be self-funded for Industrial insurance, CONSULTANT shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

### **MINIMUM LIMITS OF INSURANCE**

CONSULTANT shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. CONSULTANT Professional Liability: 1,000,000.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages
  - a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; or premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
  - b. CONSULTANT'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it in any way.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

d. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

#### ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and insurance carrier. COUNTY reserves the right to require that the CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

#### VERIFICATION OF COVERAGE

CONSULTANT shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### SUB-CONSULTANTS

CONSULTANT shall include all Sub-consultants as insureds under its policies or furnish separate certificates and endorsements for each Sub-consultant. Sub-consultant shall be subject to all of the requirements stated herein.

#### MISCELLANEOUS CONDITIONS

1. CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONSULTANT, any Sub-consultant, or anyone employed, directed or supervised by CONSULTANT.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-consultants under it.
3. In addition to any other remedies COUNTY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONSULTANT to stop work under this Agreement and/or withhold any payments which become due CONSULTANT here under until CONSULTANT demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.